

Mark A. Sachs  
Rose Dizick Sachs  
117 LaGoma  
Mill Valley, Calif 94941

GADY & DAVENPORT  
P. O. BOX 10267  
GREENVILLE, S. C. 29603  
S. C.  
MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: Thomas L. Smith and Leith A. Smith

Greenville, South Carolina of  
, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Mark A. Sachs and Rose Dizick Sachs, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Nineteen Thousand Five Hundred and No/100 Dollars (\$ 19,500.00 ), with interest from date at the rate of Fourteen per centum ( 14 % ) per annum until paid, said principal and interest being payable at the office of \_\_\_\_\_, or at such other place as the holder of the note may designate in writing, in monthly installments of Three Hundred Two and 77/100 Dollars (\$ 302.77 ), commencing on the 1st day of September, 19 82, and on the 1st day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, South Carolina, and being known and designated as a portion of Lot No. 6, Section 3, Stone Land Co., on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book E, Page 157, and having according to a more recent plat of the property of James J. Cassell and Rebecca A. Cassell the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of West Earle Street which iron pin is 300 feet west from the northwestern corner of the intersection of Robinson Street and West Earle Street and running thence N. 1-05 E. 266.9 feet to an iron pin; thence N. 86-06 W. 100 feet to an iron pin; thence S. 1-05 W. 57.9 feet to an iron pin; thence S. 86-06 E. 3 feet to an iron pin; thence S. 1-10 W. 207.9 feet to an iron pin on the northern side of West Earle Street; thence along the northern side of West Earle Street, S. 86-06 E. 100 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Mark A. Sachs and Rose Dizick Sachs of even date to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This is a second mortgage and is junior in lien to that prior mortgage given by Mark A. Sachs and Rose Dizick Sachs to N.C.N.B. Mortgage South, Inc. in the original sum of \$42,500.00, dated November 8, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1449, Page 624; said mortgage assigned to Colonial Mortgage Company on July 22, 1980 by assignment recorded in the R.M.C. Office for Greenville County, in Mortgage Book 1508, Page 387.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RECORDS & CLERK  
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Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

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